

AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS

THIS AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS

("Agreement") is entered into the date written below between the City of Bainbridge Island, a Washington state municipal corporation ("City"), and Bainbridge Island Museum of Art, a Washington corporation ("Recipient").

WHEREAS, the Recipient submitted a proposal for Lodging Tax/Tourism funds ("Civic Improvement Funds") for tourism marketing, and supporting the operations of a tourism-related facility as described in Attachment A ("Scope of Work"); and

WHEREAS, upon recommendation of the Lodging Tax Advisory Committee and approval by the City Council at their December 13, 2016, meeting, the City has awarded this Agreement to effectuate the scope of work, as described in Attachment A; and

WHEREAS, the Recipient has the expertise and experience to arrange for said services and work and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Recipient as follows:

1. SERVICES AND WORK BY RECIPIENT

The Recipient shall arrange for the services and work as specified in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The Recipient shall arrange for all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by March 31, 2017, in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2017. The scope of work set forth in Attachment A shall also include a project budget for the services and work to be performed for the City under this Agreement.

The Recipient, in its activities and promotional materials, shall acknowledge financial support from the City related to the work and services funded by this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2017, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Recipient Eight Thousand Dollars (\$8,000) for all services and work performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work, according to the budget provided within Attachment A, in amounts to be billed quarterly.

B. The Recipient shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. Each project shall be the subject of a separate invoice. The Recipient shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Recipient.

D. If the services rendered do not meet the requirements of this Agreement, the Recipient shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. REPORT ON EXECUTION OF SERVICES

The Recipient shall submit a report on services and work provided with the final invoice, no later than January 19, 2018. This report should be no longer than five pages, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the scope of work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Provide a good faith best-estimate of actual attendance generated by the scope of work in the three categories below:
 - a. Travelers staying overnight in paid accommodations away from their place of residence or business;
 - b. Travelers staying overnight in unpaid accommodations (e.g., with friends and family) and traveling more than 50 miles;

- c. Travelers for the day only and traveling more than 50 miles.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

5. INSPECTION AND AUDIT

The Recipient shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Recipient shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Recipient shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Recipient shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

6. INDEPENDENT CONTRACTOR

A. The Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services and work required under this Agreement. The Recipient shall make no claim of City employment nor shall the Recipient claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Recipient shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Recipient performs hereunder.

D. The Recipient and any subcontractors shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

7. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Recipient agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Recipient shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

8. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

10. HOLD HARMLESS AND INDEMNIFICATION

A. The Recipient shall defend, indemnify, and hold the City, its officers, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or resulting from the acts, errors, or omissions of the Recipient in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Recipient and the City, its officers, officials, employees, and volunteers, the Recipient's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Recipient's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Recipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Recipient's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of

indemnification in any third party.

11. INSURANCE

The Recipient shall maintain insurance as follows:

- ☒ Commercial General Liability as described in Attachment B.
- ☒ Directors and Officers Liability as described in Attachment B.
- ☒ Automobile Liability as described in Attachment B.
- ☒ Workers' Compensation as described in Attachment B.
- ☐ None.

12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Recipient to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Recipient as stated herein.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

14. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

16. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or

condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

17. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

| | |
|--------------|---|
| To the City: | City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager |
|--------------|---|

| | |
|-------------------|---|
| To the Recipient: | Bainbridge Island Museum of Art P.O. Box 11413 Bainbridge Island, WA 98110 Attention: Karen Molinari |
|-------------------|---|

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

18. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of February 2, 2017.

BAINBRIDGE ISLAND MUSEUM OF ART

CITY OF BAINBRIDGE ISLAND

By Karen Molinari

By Douglas Schulze

Name Karen Molinari

Douglas Schulze, City Manager

Title Development Director

Tax I.D. 27-0183285

ATTACHMENT A
SCOPE OF WORK

Revised Budget for Use of 2017 Lodging Tax Funding

| | | | | | | | | | |
|--|---------------|-----------------|--------------------|-----------------|------------------|--|---------------------------------|--|--|
| Bainbridge Island Museum of Art | | | | | | | | | |
| 2017 Exhibitions Season, Project Budget | | | | | | | | | |
| Rotation | Spring | Summer | Fall/Winter | General | Total | Notes | | | |
| | | | | | | | | | |
| <u>EXPENSES:</u> | | | | | | | | | |
| Curatorial Fees | | | | | \$0 | | | | |
| Artist or Guest Curator Stipend | | | | \$ 4,500 | \$4,500 | | | | |
| Curator Mileage & Exp. | | | | \$ 2,000 | \$2,000 | | | | |
| Printed Materials | | | | | \$0 | | | | |
| Exhibit Publications | | \$2,500 | \$2,500 | \$ 2,500 | \$7,500 | | | | |
| Postage | | \$ 500 | \$500 | \$ 500 | \$2,000 | Preview invites, exhibit loan forms, etc. | | | |
| Exhibit cards | | \$ 2,000 | \$2,000 | \$2,000 | \$6,000 | Rack cards x 3 rotations/COBI funds will be applied here | | | |
| Invites, etc. | | \$ 450 | \$450 | \$450 | \$1,350 | | | | |
| Marketing & Advertising | | | | | \$10,000 | Seattle & Regional Ads/The balance of COBI funds will be used here | | | |
| Signage/Text panels | | \$ 1,200 | \$1,500 | \$1,200 | \$3,900 | | | | |
| Installation | | | | | | | | | |
| Artists' Expenses | | \$ 2,000 | \$2,000 | \$2,000 | \$ 2,000 | \$8,000 | | | |
| Shipping | | \$ 5,000 | \$5,000 | \$5,000 | \$ 2,550 | \$17,550 | Local and regional art handling | | |
| Art Handlers & Crew | | \$ 4,000 | \$4,000 | \$4,000 | \$ 12,000 | \$24,000 | | | |
| Lighting | | | | | \$ 2,700 | \$2,700 | | | |
| Painting & Supplies | | | | | \$ 7,500 | \$7,500 | | | |
| Insurance Rider | | | | | \$ 500 | \$500 | | | |
| Equip. Rentals | | | | | \$ 2,500 | \$2,500 | | | |
| Special Publications | | \$10,000 | \$10,000 | | \$20,000 | Robert McCauley Retrospective Book | | | |
| Photography | | | | \$ 3,000 | \$3,000 | | | | |
| Contingency | | | | \$ 3,000 | \$3,000 | | | | |
| Expense Totals | | \$15,150 | \$27,950 | \$27,650 | \$ 45,250 | \$126,000 | | | |

Revised Budget for Use of 2017 Lodging Tax Funding

| | | | | | | | | | | |
|---|--|--|--|--|--|------------------|------------------------|--|--|--|
| | | | | | | | | | | |
| REVENUES: | | | | | | | | | | |
| City of Banbridge Island Lodging Tax (this grant) | | | | | | \$8,000 | | | | |
| Robert McCauley Exhibit Host Committee | | | | | | \$25,000 | | | | |
| Ames Family Foundation | | | | | | \$12,500 | | | | |
| Foundation Support - other, pending | | | | | | \$15,000 | | | | |
| Corporate Sponsors - pending | | | | | | \$10,000 | | | | |
| WA State Arts Commission, pending | | | | | | \$5,000 | | | | |
| Other Government Support - pending | | | | | | \$2,500 | Suquamish Tribe | | | |
| BIMA Fundraising Event | | | | | | \$23,000 | Art Auction | | | |
| BIMA Annual Fund Drive | | | | | | \$16,000 | Individual Donors | | | |
| Museum Donation Box - attributed | | | | | | \$5,000 | | | | |
| Exhibition-related Store merchandise sales | | | | | | \$4,000 | | | | |
| Revenue Totals | | | | | | \$126,000 | <i>Revised 10/5/16</i> | | | |

**CITY OF BAINBRIDGE ISLAND
2017 LODGING/TOURISM FUND PROPOSAL**

Project Name:

2017 Exhibitions

Name of Applicant Organization:

Bainbridge Island Museum of Art

Applicant Organization IRS Chapter 501(c)(3) or 501(c)(6) status and Tax ID Number:

501 (c)(3) ; Tax Identification # 27-0183255

Date of Incorporation as a Washington State Corporation and UBI Number:

Incorporated, February 2009; UBI Number 602917174

Primary Contact: Karen Molinari, Development Director

Mailing Address: P.O. Bix 11413, Bainbridge Island, WA 98110

Email(s): karen@biartmuseum.org

Day phone: 206-451-4002

Cell phone: 206-617-5850

Please indicate the type of project described in your proposal:

| ✓ | Project Type |
|--------------------------|--|
| XX | Tourism marketing |
| <input type="checkbox"/> | Marketing and operations of special events and festivals designed to attract tourists |
| XX | Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization* |
| <input type="checkbox"/> | Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district* |

*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility: Bainbridge Island Museum of Art

LODGING/TOURISM FUND APPLICATION

Applicant Information

Please respond to each of these questions in the order listed. If the proposal includes multiple partners, please include the requested information for each organization.

1. Describe the applicant organization's mission, history and areas of expertise. Describe the applicant's experience in tourism promotion on Bainbridge Island and its demonstrated ability to complete the proposed project.

Alternate question for event or facility funding:

Describe the event or facility proposed including its purpose, history, and budget. Include past attendance history if applicable, and estimate the number of tourists drawn to the event or facility/year. Please estimate total attendance and number of tourists estimated to attend for 2017. How has the activity been promoted in the past (if applicable) and what promotion is planned for 2017?

1A. Mission: The Bainbridge Island Museum of Art's mission is to engage a diverse population with the art and craft of our region. Our focus is the contemporary art of the Puget Sound region, with an emphasis on artists who are less well-known but deserve broader recognition, and topics and themes that are important to our region.

1B. History: Over ten years ago our founder, Cynthia Sears, and artists, civic and community leaders began to envision a new art museum and cultural center on Bainbridge Island. Our organization was formed officially in 2009 with non-profit status, and a founding board began to make specific plans. Initial priorities included defining program goals, reviewing early architectural concepts, finding a core staff, and launching a capital campaign.

An agreement was reached to be part of the Island Gateway campus, located near the Seattle/Bainbridge Island ferry terminal at the corner of Highway 305 and the main street of Bainbridge Island, Winslow Way. The site would also include the expanded Kids Discovery Museum (KiDiMu) and various retail and office activities, plus an inviting plaza to be shared with the community.

In 2010 the Board of Directors started construction on the new art museum. It was built in two phases. Phase I was 4,000 gross square feet and included the auditorium, classroom and initial offices. Phase II comprised 16,000 gross square feet and included the main art museum, conference room, museum store, bistro, roof garden, mechanical room, art archives and loading dock. The building was designed by architect Matthew Coates, Coates Design Architects, BIMA is targeted to be the first art museum in

Washington to attain Leadership in Energy and Environmental Design (LEED) Gold status – with the help of design and systems features including geo energy exchange, day lighting controlled louvers, solar power, recycled materials including denim insulation, and green-labeled certified carpets and paints.

The Art Museum opened its' doors on June 14, 2013. We are proud to have more than 150 volunteers, including 85 trained art docents who work directly with our museum visitors.

1C. Areas of Expertise, Ability with Tourism and Promotion and Ability to Complete the Project:

Expertise: BIMA's primary areas of expertise include the visual arts and marketing. Our Executive Director and Curator, Greg Robinson, brings over 25 years of experience managing art museums and galleries in the Puget Sound region. Greg has been the curator for many compelling exhibitions and has published related books and brochures.

BIMA's Marketing Director, Korum Bischoff, brings a wealth of knowledge of nonprofit organizations and arts marketing at diverse organizations.

Exhibitions: Since our opening in June 2013, we have had three rotating exhibitions per calendar year. Each show has had a diverse mix of artists, media and subject matter. For example, our Spring 2016 Exhibitions included:

- *Journeys:* A group show reflecting the ideas and experiences of personal journeys, from travels to fantasy. (Rachel Feferman Gallery)
- *Marita Dingus, Hanging from the Rafters:* Mixed media sculptures including a thirty foot tall doll figure made of recycled hot tub covers and found objects. (Beacon Gallery, Ames Diversity Series)
- *Nancy Thorne Chambers' A Story Place:* An amazing ceramic installation of life-sized woodland creatures. (MESA Gallery)
- *Artist's Books, Chapter 7, Form and Content* (Sherry Grover Gallery)
- *Steve Parmelee, Assemblage:* Parmelee uses discarded found objects and transforms them into interesting and sometimes political pieces. (Steve and Harriet Davis Community Gallery)
- *Steve Jensen, Boats:* A select grouping of Jensen's boat paintings that pairs with his boat sculptures in the *Journeys* show. (John Kenyon Ellis Bistro & Classroom Galleries)
- Selections from the Permanent Collection (Jon & Lillian Lovelace Gallery)

Our Summer 2016 Exhibitions included:

- *Barbara Earl Thomas, Heaven on Fire:* a survey of over sixty (60) artworks by Barbara Earl Thomas, with work spanning from the early 1980s to present. Included in this exhibition are paintings, prints, glass sculpture, paper cuts, and a site-specific installation including the artist's writings. (Rachel Feferman Gallery)
- *BIMA @3!* Selections from BIMA's growing permanent selection. (John Kenyon Ellis Bistro, MESA and Jon & Lillian Lovelace Galleries)
- *Marita Dingus, Big Girl:* Held over by popular demand, the thirty foot doll still graces BIMA's front window. (Beacon Gallery)
- *Artist's Books Chapter Eight: Everything including the Kitchen Sink* (Sherry Grover Gallery)
- *Steve Parmelee, Assemblage 2:* More unique pieces from found and discarded objects. (Harriet & Steve Davis Community Gallery)

Our Fall/Winter 2016-2017 Exhibitions include:

- *Native Hands – Indigenous Art of the Salish Sea:* Group exhibition showcasing Native American art in all forms. **Partners:** The Suquamish Tribe and Suquamish Museum **Guest Curators:** Miranda Belarde-Lewis, Janet Smoak, and Angela Flemming (*Rachel Feferman, Beacon, & Lobby Galleries*). In January 2017,

- BIMA will host Native dance performances to celebrate the Native American art in this exhibition.
- *Summer 2017-* BIMA is planning a major Women in Photography group show drawing photographers from the region.
- *Fall/Winter 2017- Robert McCauley Retrospective-* McCauley is from Mount Vernon and is a nationally known artist. BIMA will also be publishing a book in conjunction with this exhibition. His work will attract visitors from all over the region.

Marketing: BIMA promotes itself and its exhibitions in many ways. We advertise on the electronic signage on the Washington State Ferries, distribute press releases, purchase advertising, distribute rack cards, email and eNews, and post on social media sites.

We have had extensive coverage including full articles in Seattle Magazine, The Seattle Times, Art Access, Daily Journal of Commerce, Western Art & Architecture, Port Townsend Leader, The Oregonian, Discover Kitsap, Bainbridge Review, The Stranger and Inside Bainbridge. We consistently place ads in Art Access, Art Guide (distributed throughout Western Washington), Inside Bainbridge, Seattle Magazine, Preview Magazine, The Stranger and more. We were named one of the 15 Best Small-Town Museums by Fodor's Travel and MSN.

Since March 2016, using Google Adwords, BIMA has engaged with a new audience of over 2,700 interactions and 173,184 impressions from online users. Google Ad campaigns not only include ads about the museum, but also Bainbridge day trips, local attractions, Bainbridge events and exploring the Puget Sound via ferry.

The BIMA website has drawn traffic through a variety of online platforms. The top referral sites include sites such as: seattlesouthside.com, visitseattle.org, thestranger.com, visitkitsap.com and redtri.com. Since implementing a "Things to Do & Local Attractions" page on our website with concurrent Google Adwords campaigns in July 2016, it has become one of our top visited pages drawing traffic from all over the Pacific Northwest region. Year to date the BIMA website has had 134,874 visitors.

BIMA social media platforms continue to retain and draw audiences. We currently have 5,322 Facebook followers and an eNews subscriber list of 3,034. A new Instagram account was launched in March 2016 and has gained support from partner organizations locally and regionally to cross-promote events and engagement.

BIMA's location across from the Bainbridge ferry terminal, makes it an easy place to discover and visit. We offer free admission in order to ensure access to all. On any given day, visitors to the Museum are a mix of local Bainbridge Islanders, regional (Kitsap County and Seattle) residents and national and international tourists. Our Art Docents are trained to ask where people are from as they enter the Museum and we encourage visitors to sign our guest book with comments after they explore. We estimate 240,000 people have visited the Museum in the past three years (approximately 80,000 per year), including those who attend meetings or conferences, special events, artists' friends and families and school children.

Ability to Complete the Project: Since opening our doors in June 2013, BIMA has exhibited over 30 shows. As noted above, these exhibitions have been well attended and have attracted tourists from the Puget Sound region, from other states and many other countries. We are in the process of installing our Fall/Winter 2016/2017 exhibits and have already planned the 2017 season.

2. If appropriate, please identify the project partner(s) and briefly describe the involvement of each. Please note that the maximum award of \$100,000 will apply to any single project, even if proposed by a team of partners.

Our project partners include curators, regional artistic and educational organizations and the local media. A major media partner is Art Guide magazine, with a distribution of 70,000 copies in Western Washington and Portland, Oregon. Although published just once a year, it is found in many hotels, art galleries and convention and visitors bureaus. The Art Blog on the Guide's website updates Museum listings and exhibitions.

Partners for our Fall/Winter 206-2017 Exhibitions include the Suquamish Tribe, Ames Family Foundation through the Cultural Diversity Series, US Bank and the City of Bainbridge Island through LTAC funds received last year.

Our dedicated volunteers are also major partners: The Art Acquisition and Exhibitions Committee (A&E) of BIMA is an active volunteer partner, helping to review and plan exhibitions, and select specific artworks for the Permanent Art Collection. Twelve committee members meet quarterly and assist with the research needed to support diverse and compelling artistic programs. In addition, 16 trained volunteers comprise our art installations crew. These volunteers are supervised by the director/curator as well as the lead installer.

The Education Committee is another leading partner. Led by BIMA education director Kristin Tollefson and comprised of 15 community volunteers on various subgroups, this committee plans diverse educational programs, including field trips, hands-on art activities and artists' lectures to attract both local residents and visitors.

The Marketing Committee, another group of 15 dedicated volunteers, has already demonstrated great success with the attendance at the Museum over the last three years.

3. If appropriate, please list each project and amount of funding awarded and utilized from the Lodging Tax (Civic Improvement) Fund within the last five years (2011-2016).

BIMA was fortunate to receive the following from the Lodging Tax (Civic Improvement) Fund:

- 2013 - \$10,000 towards the new building, specifically for the installation of solar panels;
- 2014 - \$5,000 toward our 2014 Exhibitions;
- 2015 - \$10,000 toward our 2016 Exhibitions.

4. If any projects previously funded through the Lodging Tax (Civic Improvement) Fund were not completed and/or if reports were not submitted to the City as requested, please explain:

N/A – all reports submitted and projects completed.

LODGING/TOURISM FUND APPLICATION
Project Information

- **Describe the proposed project.**
 - a. Identify the Project's main objectives and how each will be achieved.
 - b. Be as specific as possible about the proposed services, measurable impacts, distribution method and costs.
 - c. If appropriate, provide details about the facility operating costs to be funded.

The Project's main objective is to drive tourism to Bainbridge Island. BIMA has a proven track record of successful marketing and attracting visitors from surrounding communities, around the region and the world. BIMA continues to plan exhibitions with a diverse mix of regional art and craft so we have something for everyone to enjoy.

Having a lively arts and cultural center helps the community by enhancing the city's livability, as well as increasing tourism. The museum leadership believes that a healthy and balanced community requires everyone to have access to the arts and experience diverse cultural activities.

We fill a need for arts education and exposure to visual arts by providing high quality exhibitions and educational programs for all ages that complement the exhibitions. Educational activities include lectures, art workshops and special events, planned for the shows, marketing promotions specific to each exhibition and general BIMA promotions.

The main activity is presenting a full year of rotating exhibitions that are free to the public. Exhibitions will include solo retrospectives, solo theme shows, and group exhibitions. The exhibitions are planned by Executive Director and Curator Greg Robinson, with the assistance of some guest curators, part-time temporary staff, volunteer curatorial assistants and interns, and an installation crew comprised of a lead contracted installer and 16 installation volunteers.

BIMA will still mount the exhibitions described in the proposal but will need to find additional funding sources to make up for the \$7,000 less than anticipated from the City of Bainbridge Island LTAC funds. Sponsors and individual donors will be approached to fill this funding gap.

Each exhibition rotation (fall through summer) includes a Friday evening private opening for members, exhibiting artists, their collectors and other VIPs, and a Saturday public reception. Over 350 people attended our most recent private reception on June 24th, including many who were out of towners who stayed in local lodging establishments.

- **Provide a brief narrative statement to address each of the stated selection criteria. Describe outcomes anticipated from each criterion, as well as the overall project.**
 - a. **Expected impact on increased tourism in 2017. Please provide specific estimates of how the project will impact the number of people traveling to Bainbridge Island from fifty miles or more one way from their place of residence, or travelling from another country or state outside of Washington State. If appropriate, compare/contrast this impact to actual or estimated number of tourists at your event/facility in 2015 and estimates for 2016.**
 - BIMA's docents ask visitors to leave comments in a book at the front desk. It is not mandatory for people to do so. Many people include where they are from. In

logging geographic locations of those who left comments (from October 2015 to August 2016), we found:

- Visitors from 46 States in the U.S. and the District of Columbia;
- Visitors from 33 Countries from Australia to Zanzibar;
- Visitors from all areas of Washington State.

We have collected more data about attendees in the last year.

We average around 255-300 visitors per day.

Including events, lectures and other programs, we have had 52,297 visitors, January through August 2016.

BIMA is open 363 days per year, 10 am – 6 pm with free admission.

We are the #2 attraction on Bainbridge Island according to Trip Advisor (The Bloedel Reserve is #1).

We remain on Fodor's list of the 15 Best Small Town Museums in the USA and in Travel+Leisure's list of America's Best Small Town Museums.

b. Expected impact on or increase in overnight stays on the island. Please include actual or estimated numbers of tourists who will stay overnight in paid accommodations in Bainbridge lodging establishments in 2017 as a result of proposed activities. Please include the basis for any estimates.

- We do not keep records of the number of overnight stays our visitors have on Bainbridge Island. Given the number of visitors from around the country and around the world, it is logical that many of them would choose to stay overnight to visit Bainbridge Island.
- BIMA does "host" many artists, their friends and families from outside of the area and uses local lodging establishments for them to stay on the Island, many times for several days in a row. We anticipate about 20 room nights for each exhibit. There are three exhibition rotations per year approximately 60 room nights annually. Often there are friends and family of the artist who attend the opening or may come to see an exhibit later in the show. We also invite experts and guests for educational programs who stay in Island lodging.

c. Projected economic impact on Bainbridge Island businesses, facilities, events and amenities, including sales of overnight lodging, meals, tours, gifts, and souvenirs (helpful data may be found on the Washington State Department of Commerce website).

- We don't have a dollar figure to quantify the economic impact visitors have on Bainbridge Island. What we do know is many visitors take the ferry specifically to visit BIMA and often shop and dine in downtown Winslow. Arts-interested audiences often include people with discretionary income –they often shop in local stores and art galleries as well. Our own Museum Store has been busy and sales have been consistently strong. Our marketing efforts make BIMA one of the top sights to visit on Bainbridge Island.

d. The project's potential to draw visitors to the Island and increase overnight stays during the off-season, i.e. October 1 until Memorial Day.

- BIMA's attendance is strong throughout the year. We have three exhibition rotations per year, including openings in February, June and October. We also have other programs year-round. Since we are open seven days a week and are only closed for Thanksgiving and Christmas, we offer an opportunity for

people to visit Winslow on their days off. We also have educational programs and events we hold in the “off-season” that attract visitors from Seattle and the Puget Sound region.

e. The applicants’ demonstrated history of organizational and project success.

- BIMA has been open for three years and we have a wonderful record of hosting 80,000 visitors per year. Each of our three exhibition cycles feature diverse collections and attract different visitors depending on their interests. There are also people who attend every exhibition. We feel very proud of our successful record of presenting compelling and high quality programs and exhibitions that include our community and our region to attract visitors from near and far.

f. Describe any partnerships with other organizations and businesses in the proposed project – including efforts to minimize duplication of services where appropriate and encourage cooperative marketing.

- US Bank has funded our exhibitions through 2016.
- The Ames Family Foundation has provided funding for a Diversity Series featuring artists who culturally represent different points of view.
- The Mendocino Foundation has funded a program for BIMA to commission artists’ work for the Beacon Gallery (large front window on Winslow Way).
- We are partnering with the Suquamish Tribe for our Fall/Winter 2016-2017 Exhibition.
- Other partnerships are pending for 2017 exhibitions.

g. Describe the degree to which the project goals and/or results can be objectively assessed.

- BIMA’s success is dependent on attracting visitors from places other than Bainbridge Island. Docents collect information from visitors and count the number of visitors we have each day. Visitors often leave information about where they are from in our comment book. Based on that, we know BIMA is successful in attracting visitors from all over the United States and abroad, as well as from Seattle and other areas in Washington State.

h. Describe the degree to which the project will leverage award funds with additional matching funds or donated in-kind goods or services

- Revenue to support the 2017 Exhibitions is outlined in our Project Budget attached. We have several other proposals pending to support this project. COBI’s \$10,000 grant would provide significant support to go towards marketing 2017 shows and attracting tourists to the island.

LODGING/TOURISM FUND APPLICATION
Supporting Documentation

1. Provide a project timeline that identifies major milestones.
 - The 2017 Exhibitions rotate three times a year and feature approximate six or seven separate exhibitions for a total of 20 exhibits per year.
 - The rotations are Fall/Winter, Spring and Summer.
 - The Fall/Winter show opens October 14, 2016 and runs through February 2017
 - The Spring show will open in February 2017 and run through June 2017;
 - The Summer show opens in June/July 2017 and runs through September/October 2017.

2. Include a detailed budget for the proposed project itemizing expenses and income. Include the amount requested from the Lodging Tax Fund and identify other sources of funding anticipated or obtained, including matching funds, as well as any in-kind contributions necessary to complete the project.
(See attached)

3. If applicable, please describe the project's scalability. How would the project scope and budget be adjusted should the full amount of the LTAC funding request not be awarded? Please provide specifics. **If this information is not provided, the award committee will not consider alternative levels of funding.**
Should we not receive LTAC funding for this project, we would have to scale back our exhibitions and do fewer smaller shows- however we have committed to our "anchor" exhibitions and we will strive to seek alternative funding.

4. Provide copies of your organization's 2015 income/expense summary and 2016 budget.

5. Provide an estimate of 2016 revenue and expenses.

6. Letters of Partnership – Include letters from any partnering organizations committing to joint sponsorship of the application and specifying their intended activities.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Recipient shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, or employees.

B. No Limitation

The Recipient's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Recipient to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Recipient shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Recipient's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Directors and Officers Liability insurance coverage.

D. Minimum Amounts of Insurance

The Recipient shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Directors and Officers Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Recipient's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Recipient's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Recipient shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. The Recipient shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Recipient before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Recipient to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Recipient to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Recipient from the City.

J. City Full Availability of Recipient Limits

If the Recipient maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Recipient, irrespective of whether such limits maintained by the Recipient are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Recipient.

Directors & Officers Liability / Employment Practices Liability Limits

Issuing Company: United States Liability Insurance
Policy Term: 6/22/2016 - 6/22/2017
Policy #: NDO1558583A

Claims Made Policy Form

| | |
|--|--------------------|
| Each Claim – Directors & Officers | \$2,000,000 |
| Each Claim – Employment Practices | \$2,000,000 |
| - Third Party Employment Practices | Included |
| Retention (Deductible) | |
| - Directors & Officers | \$500 Each Claim |
| - Employment Practices | \$1,000 Each Claim |
| Retroactive Date | Full Prior Acts |
| Defense costs in addition to the limit | |

Additional Coverages

| | |
|---|---------------------------------|
| Data Breach Expense | \$50,000 each claim / aggregate |
| Identity Theft Expense | \$50,000 each claim / aggregate |
| Workplace Violence Expense | \$50,000 each claim / aggregate |
| Kidnap Expense – any Director / Officer | \$50,000 each claim / aggregate |
| Aggregate | \$200,000 |
| Retention/Deductible | None |